

15.00

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER

CINCINNATI, OHIO 45202

WASHINGTON, D C OFFICE  
SUITE 800 — 1620 EYE STREET, N W  
WASHINGTON, D C 20006  
202-785-1620

513-381-2838  
CABLE TAFTHOL TWX 810-461-2623  
FAX  
513-381-0205  
513-381-3363  
513-381-4865  
513-381-0906

COLUMBUS, OHIO OFFICE  
SUITE 1000 — 33 NORTH HIGH STREET  
COLUMBUS, OHIO 43215  
614-221-2838

COVINGTON, KENTUCKY OFFICE  
SUITE 340 — 1717 DIXIE HIGHWAY  
COVINGTON, KENTUCKY 41011  
606-331-2838  
513-381-2838

August 24, 1990

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Noretta R. McGee, Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to section 11303 of Title 49 of the U.S. Code.

This document is an Assignment and Assumption Agreement, a primary document, dated as of July 16, 1990.

The names and addresses of the parties to the document are:

Assignee: The David J. Joseph Company  
300 Pike Street  
Cincinnati, Ohio 45202

Assignor: Greyhound Financial Corporation  
Greyhound Tower  
111 W. Clarendon Avenue  
Phoenix, Arizona 85077

The equipment covered by the enclosed document is fifty (50), 100-ton, 2,300 cubic feet, 1979 Ortner built, AAR designation HT, "Rapid Discharge" (TM) Bottom dump three-pocket railroad cars bearing the reporting marks:

WRRC 424-473, inclusive

A fee of \$15.00 is enclosed. Please return the original executed copy of the enclosed document to me.

A short summary description of the document to appear in the Index follows:

An Assignment and Assumption Agreement by and between  
The David J. Joseph Company, 300 Pike Street,

16981  
RECORDATION NO. FILED 1425

AUG 28 1990 - 3 55 PM  
0-240A086  
INTERSTATE COMMERCE COMMISSION

FILED  
AUG 28 1990  
U.S. MAIL

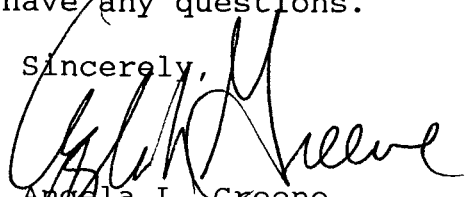


• Consolidated Rail Corporation  
August 24, 1990  
Page 2

Cincinnati, Ohio 45202 ("Assignee"), and Greyhound  
Financial Corporation, Greyhound Tower, 111 W.  
Clarendon Avenue, Phoenix, Arizona 85077 ("Assignor")  
dated as of July 16, 1990 and covering fifty (50) 100-  
ton, 2,300 cubic feet 1979 Ortner built AAR designation  
HT, "Rapid Discharge" (TM) Bottom dump three-pocket  
railroad cars.

Please call me if you should have any questions.

Sincerely,



Angela L. Greene  
Attorney for  
The David J. Joseph Company

ALG/ch  
Enclosures


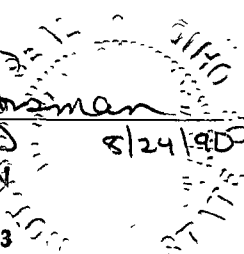


CERTIFICATION

RECORDATION NO. **16981** FILED 1425

AUG 28 1990 -3 55 PM  
INTERSTATE COMMERCE COMMISSION

The undersigned, Margaret M. Grossman, a Notary Public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

  
Notary Public  
MARGARET M. GROSSMAN  
Notary Public, State of Ohio  
My Commission Expires June 28, 1993  




RECORDATION NO

16981  
FILED 125

EXHIBIT C-2

AUG 28 1990 -3 55 PM

**ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

INTERSTATE COMMERCE COMMISSION

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("ASSIGNMENT AGREEMENT"), dated as of July 16, 1990, is entered into by and between THE DAVID J. JOSEPH COMPANY ("ASSIGNEE"), a Delaware corporation and GREYHOUND FINANCIAL CORPORATION (formerly known as Greyhound Leasing & Financial Corporation) ("ASSIGNOR"), a corporation organized under the laws of the State of Delaware. (All initially capitalized terms used and not otherwise defined in this ASSIGNMENT AGREEMENT shall have the meanings ascribed to them in the AGREEMENT, as hereinafter defined.)

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a Purchase and Sale Agreement dated as of July 16, 1990 (the "AGREEMENT"), pursuant to which ASSIGNEE has purchased, among other things, the Railcars described on Schedule 1 attached hereto (the "CARS"); and

WHEREAS, certain of the CARS are subject to the Lease identified on Schedule 1 (the "LEASE");

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained herein, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers the LEASE to ASSIGNEE without recourse (except for breaches of the representations in Section 5 of the AGREEMENT).

2. ASSIGNEE hereby assumes the LEASE and all lessor obligations thereunder, except for claims of any lessee that arose prior to the Closing Date (as such term is defined in the AGREEMENT) in connection with the fulfillment of the terms of the Lease.

3. ASSIGNEE shall indemnify and hold ASSIGNOR harmless from and against (a) any and all costs, claims, liabilities and causes of action, including, but not limited to, attorneys' fees and costs of defending such claims and causes of action (collectively, "CLAIMS"), arising from events and occurrences from and after the date hereof with respect to the CARS and the LEASE.

4. ASSIGNOR shall indemnify and hold ASSIGNEE harmless from and against any refusal by any lessee to make payments due ASSIGNEE under the LEASE due solely to the claims of any lessee that arose prior to the Closing Date in connection with the fulfillment of the terms of the Lease.

5. This ASSIGNMENT AGREEMENT shall inure to the benefit of, and shall be binding upon, ASSIGNOR, ASSIGNEE, and their respective successors and assigns.

6. Amendments to this ASSIGNMENT AGREEMENT may be made only by an instrument or instruments in writing signed by authorized representative of both parties hereto.



STATE OF Arizona )  
COUNTY OF Maricopa ) SS.

On this 17<sup>th</sup> day of July, 1990, before me,  
the subscriber, Sharon Wilkins, a Notary Public,  
duly commissioned, qualified and acting, within and for said County  
and State, appeared in person the within named George  
Estel to me personally known, who stated and  
acknowledged that he is the Vice President of Greyhound  
(title) (company name)

Financial Corp. a Delaware corporation, and duly authorized  
(state)

by authority of the board of directors or by-laws of said  
corporation in his capacity as such officer to execute and  
acknowledge the foregoing instrument for and in the name and on  
behalf of said corporation and further stated and acknowledged that  
he has so signed, executed and delivered the foregoing instrument  
as the free and voluntary act and deed of said corporation, for the  
consideration, uses and purposes therein mentioned and set forth  
and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal this 17<sup>th</sup> day of July, 1990.

Sharon Wilkins  
(notary signature)

My commission expires: March 1, 1994

My Commission Expires March 1, 1994



STATE OF OHIO )  
COUNTY OF HAMILTON ) SS.

On this 13TH day of JULY, 1990, before me, the subscriber, SANDRA L. REUTER, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named DOUGLAS F. MCMILLAN to me personally known, who stated and acknowledged that he is the VICE PRESIDENT of THE DAVID J. JOSEPH COMPANY, a DELAWARE corporation, and duly authorized (title) (company name) (state) by authority of the board of directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13TH day of JULY, 1990.

My commission expires:



Sandra L. Reuter  
(notary signature)

SANDRA L. REUTER

Notary Public, State of Ohio  
My Commission Expires Nov 18, 1990